

## TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Mexican Restaurants, Inc.	FORMERLY Casa Ole Restaurants, Inc.	06/28/2007	CORPORATION: TEXAS

## RECEIVING PARTY DATA

Name:	Wells Fargo Bank N.A.
Street Address:	5938 Priestly Drive
Internal Address:	Ste 200
City:	Carlsbad
State/Country:	CALIFORNIA
Postal Code:	92008
Entity Type:	National Banking Association: UNITED STATES

## PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	2683500	LA SENORITA
Registration Number:	2489885	CASA OLE
Registration Number:	2380900	CASA OLE FINER MEXICAN FOOD
Registration Number:	2489884	CASA OLE FINER MEXICAN FOOD
Serial Number:	77090326	MISSION BURRITOS FRESH FOOD FAST
Serial Number:	77092252	MONTEREY'S LITTLE MEXICO ESTABLISHED 1955

## CORRESPONDENCE DATA

Fax Number:

(617)338-2880

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone:

617-338-2800

Email:

jworley@sandw.com

Correspondent Name:

J. Peyton Worley

Address Line 1:

One Post Office Square

CH \$165.00 2683500

900081421

TRADEMARK  
REEL: 003577 FRAME: 0659

Address Line 2:	Sullivan & Worcester LLP
Address Line 4:	Boston, MASSACHUSETTS 02109

ATTORNEY DOCKET NUMBER:	21275.3
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NAME OF SUBMITTER:	J. Peyton Worley
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Signature:	/J. Peyton Worley/
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Date:	07/10/2007
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Total Attachments: 3  
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## NOTICE OF TRADEMARK SECURITY AGREEMENT

This NOTICE OF TRADEMARK SECURITY AGREEMENT ("Notice") dated as of June 28, 2007 (the "Effective Date"), provides notice that MEXICAN RESTAURANTS, INC., a Texas corporation ("Obligor"), has granted to Wells Fargo Bank N.A., a national banking association ("Lender"), a lien, security interest and non-exclusive license in and to all of Obligor's right, title, and interest in and to the TM Collateral (as defined below), to secure Obligor's payment of all its obligations to Lender.

For purposes of this Memorandum: (i) "Trademarks" means all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, to the extent owned by the Obligor, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, including, without limitation, those described Schedule I hereto, and all reissues, extensions or renewals thereof; and (ii) "TM Collateral" means all registered and unregistered Trademarks of the Obligor and, where applicable, the federal registrations thereof, including, without limitation, the federal registrations listed on Schedule I attached hereto (the "Registered Trademarks"); the Obligor's rights under any licenses that the Obligor has granted, or will in the future grant, to any person or persons with respect to the Trademarks (the "Trademark Licenses"); all of the goodwill of the business connected with the use of, and symbolized by, each Trademark and Trademark License; all products and proceeds of each Trademark and Trademark License, including, without limitation, any claim by the Obligor against third parties for past, present or future infringement or dilution of any Trademark, including, without limitation, the Registered Trademarks, and any Trademark licensed under any Trademark License, or for injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License; all causes of action, claims and warranties now or hereafter owned or acquired by such Obligor in respect of any of the items listed above; and all proceeds of any of the foregoing items.

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum to be executed and delivered by their duly authorized officers as of the Effective Date set forth above.

MEXICAN RESTAURANTS, INC.,  
a Texas corporation

By:   
Andrew J. Dennard  
Executive Vice President, Chief Financial  
Officer, Secretary and Treasurer

WELLS FARGO BANK, N.A.

By: \_\_\_\_\_  
Name:  
Title:

[SIGNATURE PAGE TO TRADEMARK SHORT FORM SECURITY MEMO]

## NOTICE OF TRADEMARK SECURITY AGREEMENT

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IN WITNESS WHEREOF, the parties hereto have caused this Memorandum to be executed and delivered by their duly authorized officers as of the Effective Date set forth above.

MEXICAN RESTAURANTS, INC.

By: \_\_\_\_\_  
Name: Andrew J. Dennard  
Title: Secretary

WELLS FARGO BANK, N.A.

By: Heidi T. Piche  
Name: Heidi Piche  
Title: Vice President

[SIGNATURE PAGE TO TRADEMARK SHORT FORM SECURITY MEMO]

**SCHEDULE I**

<b>TRADEMARKS</b>		
<b>Owner</b>	<b>Mark</b>	<b>Reg. No.</b>
Mexican Restaurants, Inc.	La Senorita	2,683,500
	Casa Ole	2,489,885
	Casa Ole Finer Mexican Food	2,380,900
	Casa Ole Finer Mexican Food	2,489,884
	Mission Burritos Fresh Food Fast	77/090,326
	Monterey's Little Mexico	77/092,252

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